

FOR CONTRACT NO.: 03-3797U4

**INFORMATION HANDOUT
(Supplement)**

PERMITS

**AMERICAN RIVER FLOOD CONTROL
TEMPORARY USE PERMIT AND HOLD HARMLESS AGREEMENT**

ROUTE: 03-Sac-80-R10.9/R11.7,M0.0/M10.4

ADDED PER ADDENDUM NO.1 DATED MARCH 24, 2011



TEMPORARY USE PERMIT AND HOLD HARMLESS AGREEMENT

This Permit grants to the Permittee(s) named below the temporary right to access and use a portion of the levee easement(s) held by American River Flood Control District ("the District"). This right is subject to the following terms and conditions:

Part One: Activity Information

1. Permittee(s): Amy Fong P.E Project Engineer S-7 North Region Design South Caltrans District 3
2. Address: 2800 Gateway Oaks Dr , Sacramento CA 958333
3. Phone Number(s) 916-274-5884
4. Type of Activity: I-80 bridge widening and embankment reconstruction at crossing NEMDC
5. Date(s) of Activity: Summer 2011 to Fall 2013
6. Location of Activity: I-80 Access Point Kelton Rd
7. Unit Number(s): 2 Key Deposit: N/A Check Number N/A Number of Key(s) N/A

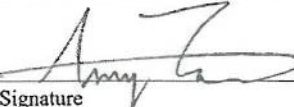
Part Two: Terms of Entry

8. The permission granted under this Permit is strictly limited to the specific details provided above.
9. This Permit does not include the right to pass over property not belonging to or under the control of this District. Permittee(s) shall obtain any necessary approvals from other landowners or regulatory agencies.
10. Maximum speed limit on levees is ten (10) miles per hour.
11. Permittee(s) agree to exercise reasonable care to avoid damage and to protect persons and property. Permittee agrees to replace or repair any District property used and/or damaged as a result of the exercise of this Permit and, if needed, to restore the portion of the levee that is the subject of this Permit to its condition prior to entry by Permittee on the District's easement all to the satisfaction of the District.
12. Permittee's activities shall be undertaken so as to avoid any interference with the District's activities (including inspections, patrols, and maintenance) and, if Permittee's activities can only be undertaken in a way that involves some degree of interference with District's activities, Permittee shall minimize such interference to the greatest extent possible.
13. Permittee(s) agree to provide dust control measures as necessary to the satisfaction of the District.
14. The District assumes no liability for loss or damage to property or injuries to or death of agents, contractors, or employees of Permittee by reason of the exercise of the privileges given under this permit. Permittee hereby agrees to indemnify and hold and save the District, its directors, officer, agents, and employees harmless from any damages, costs or liability, including all cost of defense, which may arise as a result of the exercise of this Permit. If Permittee is the State of California or a State agency or subdivision, nothing in this permit shall preclude the District from filing a claim with the State Board of Control for any loss or expense which District, its directors, officers, agents, or employees may suffer caused by or due to exercise by Permittee of the rights granted under this permit.
15. Permittee shall not block the crown of the levee or access of the District to the levees of the District. No automobiles or equipment used by Permittee shall traverse levees slopes in any fashion that may cause damage to the levee or create additional maintenance for the District. The location of any storage of vehicles, equipment, or materials required, and/or other types of levee encroachments, shall be subject to prior approval by the District through attachment to this permit of an exhibit, which exhibit shall specifically identify the location of such storage and the vehicles, equipment, and materials to be stored there.

16. Permittee shall provide pre-construction video and photographs (100Ft intervals) of access route to the District.
17. Permittee shall restore access route to pre-project conditions to the satisfaction of the District .
18. The District reserves the right to take such action as it deems necessary, in the event of an emergency, to protect the District's levees and the lands within said levees, including the removal from the levee, or any adjacent areas, of any equipment or materials located thereon and owned by the Permittee, its employees, agents, or contractors. If reasonably possible, District will give 48 hours advance notice to the Permittee to enable the Permittee to take such action as may be necessary to remove said equipment or materials. If District is unable to give such notice, it shall give advance notice at the earliest time reasonably possible. An emergency means an unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services. If made in good faith, the decision of the District as to when an emergency situation exists shall be final and District shall have no liability or responsibility to the Permittee, its employees, agents, or contractors in the exercise of the power herein reserved.


*The District reserves the right to revoke this Permit at any time
and Permittee agrees to stop work immediately upon such revocation.*

DATED: March 16, 2011.

AGREED BY: 
Signature

(PERMITTEE) Amy Fong
Print name

AMERICAN RIVER FLOOD CONTROL DISTRICT

BY: 
Richard Marck Superintendent
TIM KERR GENERAL MGR.

American River Flood Control District
165 Commerce Cr Suite "D"
Sacramento California 95815
(916)929-4006 FAX (916)929-4160